



Individual Training Account (ITA) Insurance Requirements

Training Provider Name: _____

Agreement Number: _____

Commercial General Liability

Effect. Date: _____ Exp. Date: _____ Insurer: _____ NAIC No.: _____

- A.M. Best Rating; A-/VIII minimum (www.ambest.com): AMB# _____ FSR#: _____
- Additional Insured Endorsement WITH Policy# indicated (See Note 2.)
- Primary Non-Contributory Endorsement WITH Policy# indicated (See Note 2.)
- \$1,000,000 limit per occurrence (minimum limit)
- \$2,000,000 aggregate (minimum limit)
- SIR information (Must be declared on certificate or in memo from Broker – Waiver required if over \$50,000.00)

Worker's Comp/Employers Liability

Effect. Date: _____ Exp. Date: _____ Insurer: _____ NAIC No.: _____

- A.M. Best Rating; A-/VIII minimum (www.ambest.com): AMB# _____ FSR#: _____ AMB# _____
NOT REQUIRED IF CARRIER IS STATE FUND
- \$1,000,000 limit per occurrence for Employers Liability
- "Statutory" is checked for Workers Compensation

Notes:

1. Certificate Holder on COI: **MUST** state "County of Orange" only. All other agencies of the County are NOT legal entities.
2. **The Accord Form Certificate Holder, endorsements, and certificates shall read:**
Additional Insured: Only the following TWO scheduled are acceptable. All other agencies are **NOT** considered legal entities:
 - County of Orange its elected and appointed officials, officers, agents and employees.
 - Blanket coverage – as required by written agreement

The CONTRACTOR agrees to purchase all required insurance at CONTRACTOR’s expense, including all endorsements required herein, necessary to satisfy the COUNTY that the insurance provisions of the contract have been complied with. CONTRACTOR agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with the COUNTY during the entire term of the contract. In addition, all sub-CONTRACTORS performing work on behalf of CONTRACTOR pursuant to the contract shall obtain insurance subject to the same terms and conditions as set forth within the agreement for CONTRACTOR.

All self-insured retentions (SIRs) and deductibles shall be clearly stated on the Certificate of Insurance. If no SIRs or deductibles apply, indicate this on the Certificate of Insurance with a zero (0) by the appropriate line of coverage. Any self-insured retention (SIR) or deductible in an amount in excess of \$25,000 (\$5,000 for automobile liability), which shall specifically be approved by the COUNTY Executive Office (CEO/Office of Risk Management upon review of CONTRACTOR’s current audited financial report.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best’s Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best’s Key Rating Guide/Property-Casualty/ United States or ambest.com**). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company’s performance and financial ratings.

The policy or policies of insurance maintained by the CONTRACTOR shall provide the minimum limits and coverage as set forth below:

Coverage	Minimum Limits
Commercial General Liability	\$1,000,000 per occurrence: \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers’ Compensation	Statutory
Employers’ Liability Insurance	\$1,000,000 per occurrence
Professional Liability Insurance	\$1,000,000 per claims made; \$1,000,000 aggregate
Sexual Misconduct Liability	\$1,000,000 per occurrence

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad. The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of insurance:

- 1) An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the State of California, County of Orange, its elected and appointed officials, officers, employees, agents as Additional Insureds.
- 2) A primary non-contributing endorsement evidencing that the CONTRACTOR's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the State of California, County of Orange, its elected and appointed officials, officers, agents and employees.

All insurance policies required by this contract shall waive all rights of subrogation against the County of Orange and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

CONTRACTOR shall notify COUNTY in writing within thirty (30) days of any policy cancellation and 10 days for non-payment of premium and provide a copy of the cancellation notice to COUNTY. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the COUNTY may suspend or terminate this Contract.

If CONTRACTOR's Professional Liability policy is a "claims made" policy, CONTRACTOR shall agree to maintain Professional Liability coverage for two (2) years following completion of contract.

The Commercial General Liability policy shall contain a severability of interest's clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy). Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the CONTRACTOR fails to provide the insurance certificates and endorsements within seven (7) days of notification to OC Community Resources/Contract Development & Management, award may be made to the next qualified vendor.

COUNTY expressly retains the right to require CONTRACTOR to increase or decrease insurance of any of the above insurance types throughout the term of this CONTRACT. Any increase or decrease in insurance will be as deemed by County of Orange Risk MANAGER as appropriate to adequately protect COUNTY.

COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If CONTRACTOR does not deposit copies of acceptable certificates of insurance and endorsements with COUNTY incorporating such changes within thirty (30) days of receipt of such notice, this CONTRACT may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit CONTRACTOR's liability hereunder nor to fulfill the indemnification provisions and requirements of this CONTRACT, nor act in any way to reduce the policy coverage and limits available from the insurer.

Contact Information

If you have questions please call: 714-480-6500

PDF copies can be emailed to: ITA@occr.ocgov.com

Hard copies can be mailed to:

OC Community Services
Community Investment Division
Attn: Individual Training Account Insurance
1300 S. Grand Avenue, Bldg. B, 3rd Floor
Santa Ana, CA 92705